

949

A G R E E M E N T

Between

BOARD OF EDUCATION OF THE BOROUGH OF
FLORHAM PARK

and

FLORHAM PARK ADMINISTRATORS' ASSOCIATION

July 1, 1989 - June 30, 1992

THIS AGREEMENT is entered into this 28th day of June, 1990, 1990, by and between the BOARD OF EDUCATION OF THE BOROUGH OF FLORHAM PARK, hereinafter referred to as the "Board", and the FLORHAM PARK ADMINISTRATOR'S ASSOCIATION, hereinafter referred to as the "Association", and replaces the prior Agreement between the Board and the Association dated June, 1989.

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the official and exclusive bargaining agent for Building Principals and for the Assistant Principal of Ridgedale Middle School for collective negotiations concerning salaries, benefits and conditions of employment.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S. 34:13A-1 et seq., in a good faith effort to reach agreement on terms and conditions of employment of the members of the Association.

B. Neither party in any negotiations shall have any control over the selection of a negotiating representative of the other party. Representatives shall be empowered to make proposals, consider proposals, and make counter-proposals in the course of negotiations within the pre-determined limits prescribed by the respective parties. Any agreement so reached shall be reduced to writing, signed by the representatives of the Board and the

Association, approved and signed by the Association and, if approved by the Board, signed by the Board.

C. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. A "grievance" shall mean a complaint by an Administrator that there has been as to him a violation, misinterpretation, or misapplication of this Agreement, or of any administrative decision that affects terms and conditions of employment, except that the term "grievance" shall not apply to any matter for which (a) a method of review is prescribed by law or any rule or regulation of the Commissioner of Education, or (b) the Board and/or administrative officers are without authority to act, or (c) a complaint by a non-tenured Administrator represented by the Association which arises by reason of his/her being not employed, re-employed, retained or continued in that position. As used in this definition, the term "Administrator" shall also mean a group of Administrators having the same grievance.

B. Rights of the Aggrieved

Any individual employee represented by the Association shall have the right to present his/her own appeal or to designate a representative of the Association or other persons of his/her own

choosing to appear with him at any step in the grievance procedure. Whenever he chooses to have other persons appear with him, the Association will have the option of being present to state its views.

C. Procedure

1. An employee with a grievance shall first discuss it with the Superintendent of Schools within fifteen (15) school days from the date the employee becomes aware of the grievance with the objective of resolving the matter informally. Failure to bring the grievance within the time frame above shall be deemed a waiver of said grievance.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall within five (5) school days set forth the complaint in writing including the grounds upon which the grievance is based, and forward the written complaint to the Superintendent of School for reconsideration. The Superintendent shall respond in writing within five (5) school days from the receipt of the written complaint.

3. If the grievance is not resolved to the employee's satisfaction at step 2, the employee may request a review by the Board of Education. The request shall be submitted in writing through the Board Secretary, who shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance and schedule a non-public meeting with the employee. The non-public meeting shall be scheduled within

thirty (30) calendar days from the Board's receipt of the request, and the Board shall render a decision in writing within ten (10) calendar days from the date the hearing is completed.

4. If, as a result of this decision, the grievance is not resolved to the employee's satisfaction and the grievance involves solely a provision in this Agreement, the matter may be submitted to an arbitrator. The request for arbitration shall be submitted to the Public Employment Relations Commission and the parties shall be bound by its rules as to the processing of the grievance thereafter. The arbitrator shall limit himself to issues submitted to him and shall consider nothing else. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power or authority to add to nor to subtract from nor to modify any of the terms of this Agreement or any policy of the Board of Education, nor shall he in any case have the power or authority to rule on any issue or dispute excepted from the grievance definition as contained in this Article or as excepted from the grievance procedure or any other provision of this Agreement. The arbitrator shall have no power or authority to set wage rates or to change wage rates. The recommendation of the arbitrator shall be advisory only. The Board of Education and the aggrieved, or his/her representatives, shall be given copies of the

arbitrator's report of findings and recommendations. The cost of the arbitrator's services, including per diem expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

5. It is understood that an employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

6. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the employee of the decision rendered at that step.

ARTICLE IV

PROFESSIONAL GROWTH

A. Association members shall be eligible to receive for purpose of tuition reimbursement and/or attendance at seminars, workshops and conferences, except for those activities listed in Paragraph C below, up to \$800.00 per school year per Administrator as approved by the Superintendent of Schools and the Board of Education.

B. The Board shall pay the membership dues of each Association member to the National Association of Elementary School Administrators and the New Jersey Principals and Supervisors Association.

C. The Board shall permit all Principals and the Assistant Principal of Ridgedale School to attend the state convention of the New Jersey Principals and Supervisors Association, costs to be reimbursed by the Board. The Board shall permit one Principal each year on a rotating and sharing basis to attend the National Convention of the above organizations, costs to be reimbursed by the Board. In addition, the Assistant Principal of Ridgedale School shall be permitted to attend the National Convention of the above organizations once every three years and the State Convention the other years, costs to be reimbursed by the Board. Expense reimbursements shall be made in accordance with Board policy.

ARTICLE V

SICK LEAVE

A. Association members shall be entitled to one (1) accruable sick leave day per month of the employment contract in accordance with applicable statutes and/or regulations.

B. Employees who retire based on service and age from the state administered retirement system, shall be paid for their unused accumulated sick days at the rate of one for every four days accumulated at the per diem rate in effect the year of retirement according to the following schedule:

1989-1990 - Up to a maximum of \$12,000.00

1990-1991 - Up to a maximum of \$ 7,500.00

1991-1992 and thereafter - Zero

An employee who elects a deferred retirement benefit shall not be eligible for this retirement payment.

C. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before October 1st of the calendar year prior to the school year in which the retirement becomes effective. In the event an employee fails to give notice by October 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the October 1st notice date, he or she will receive the benefit provided. The benefit will be paid no sooner than the July 1st following the date of notification. Upon reasonable notice to the Business Administrator, employees shall have the option of receiving said compensation in one lump sum upon retirement or in one lump sum after January 1st of the calendar year following the retirement.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE DAYS WITH PAY

1. An allowance of three (3) days in total for categories (a) through (e) below, upon written request to the Superintendent of Schools and with her approval, shall be granted for the following reasons:

- (a) Court subpoena
- (b) Marriage of employee

- (c) Personal business which cannot be handled outside of school hours (maximum two (2) days)
- (d) Employee attending graduation - receiving a degree
- (e) Any other emergency or urgent reason not included in (a) through (d) above, if approved by the Superintendent of Schools.

2. Employees shall be granted three (3) days per year, with pay, for absence due to illness in the immediate family when the presence or immediate assistance of the employee is required. The employee's immediate family shall be defined as follows: father, mother, spouse, child, brother, sister, or any member of the immediate household.

B. BEREAVEMENT LEAVE WITH PAY

The bereavement leave days provided for herein are for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in connection therewith.

1. Death in the Immediate Family

No salary deduction shall be made for absence from school duties resulting from death of father, mother, spouse, child, brother, sister, or any member of the immediate household, providing that such absence is limited to a maximum of five (5) school calendar days. Any days taken after five (5) days from the time of death must be approved by the Superintendent and must be related to duties of Executor of the Estate. In calculating the allowable number of days under this paragraph, "school calendar"

days shall include days which fall in school vacation periods or which are school holidays.

2. Death of Other Relative

An allowance of one (1) day's leave shall be granted.

C. MISCELLANEOUS PROVISIONS

1. Application for temporary leave shall be made at least forty-eight (48) hours prior to the day requested. In emergency situations, such notice shall be given as soon as practicable within the forty-eight (48) hour period.

2. Requests for additional days under this Article may be granted upon the discretion of the Superintendent.

3. Salary deductions for days absent over and above the time provided in this Article shall be on the basis of 1/200th of the yearly salary exclusive of insurance and pension of ten month employees and on the basis of 1/240th of the yearly salary exclusive of insurance and pension of twelve month employees for each day.

4. All days provided under this Article shall be non-cumulative.

5. Paragraphs B.1 and B.2 of this Article shall be valid only if the employee notifies the appropriately designated person at least sixty (60) minutes prior to the normal time the employee is expected at school.

ARTICLE VII

INSURANCE

A. The Board shall provide and pay the full premiums for medical/surgical insurance for Administrators and their dependents under the New Jersey State Health Benefits Program. Administrators have the option of enrolling in an H.M.O. plan administered through the Program. The additional cost for this option will be paid by the Administrator selecting said option. The Board retains the right to substitute carriers, provided that benefits to the Association members are equal to or better than those currently provided. The Board agrees to provide the Association with prior notice of a contemplated change in carrier, together with descriptive material as available in describing such coverage.

B. The Board shall provide and pay the full premiums for a dental plan for Administrators and their dependents with benefits equal to or better than the New Jersey Dental Service Plan III-A with Orthodontic coverage.

C. The Board shall provide and pay the full premium for a \$2.00 co-pay prescription insurance plan for Administrators and their dependents.

D. The Board shall provide and pay the full premiums for a Disability Insurance Plan effective January 1, 1987. The disability plan for Administrators shall be the same plan as approved for the Florham Park Education Association.

ARTICLE VIII

PAYROLL DEDUCTIONS

A. Payroll deductions for Administrators in the unit shall be made under applicable statutes and State regulations and applicable Board Policy.

ARTICLE IX

VACATIONS

A. Association members employed under a twelve (12) month contract shall be entitled to twenty-three (23) paid vacation days per year.

B. Not more than three (3) days may be taken while school is in session, but only with the prior approval of the Superintendent.

C. No more than five (5) days of vacation time may be carried over into the subsequent year, at the discretion and with the approval of the Superintendent. In the event that such days are not taken, they shall be forfeited.

ARTICLE X

HOLIDAYS

A. All Association members shall be entitled to ten (10) paid holidays during the year, as determined by and set forth in the Administrative Guide.

ARTICLE XI

SALARY

A. (1) During the term of this Agreement, each Principal shall receive the following minimum increases to base salary:

1989-1990 - 6%

1990-1991 - 5 1/2%

1991-1992 - 5 1/2%

(2) The salary for the Assistant Principal of Ridgedale Middle School shall be \$60,000.00 for 1990-1991 and shall be increased by 5-1/2% in 1991-1992, plus merit under Section B below, if any.

B. In addition to the percentage increases mentioned above, Association members shall be eligible for an additional merit increase based upon a performance evaluation by the Superintendent of Schools. The performance evaluation program will be adopted by the Board after consultation with the Association. With respect to merit increases for the first year of this Agreement, the performance evaluation will be conducted in one phase. Thereafter, the performance evaluation will be conducted in two phases consisting of a mid-year review and a year-end evaluation. If the employee receives an evaluation which indicates that he or she has satisfied or exceeded the evaluation criteria for performance appraisal, he or she shall receive the percentage increases in addition to those set forth in Paragraph A above in accordance with the following schedule:

1989-1990 - 1 3/4% (Principals Only)

1990-1991 - 1 1/2% (Principals Only)

1991-1992 - 1 1/2% (All Association Members)

The decision of the Superintendent of Schools may be appealed to the Board for review of the Superintendent's decision. The decision of the Board shall be final and may not be appealed to arbitration.

C. All percentage increases to be paid pursuant to paragraphs A and/or B above shall be calculated on the prior year's salary, inclusive of both base and merit salary increases, if applicable.

ARTICLE XII

WORK YEAR

A. The work year of Association Members shall be July 1 through June 30 unless specifically excused due to vacation or holidays. The Association Members shall be entitled to one day off during each of the following recesses: Early Winter, Mid-Winter and Spring. Association Members shall have the option to forego a day off in one or two of these recesses in order to take two or three days off in any one recess period.

ARTICLE XIII

RIGHTS OF THE BOARD OF EDUCATION

A. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations, and practices in furtherance thereof.

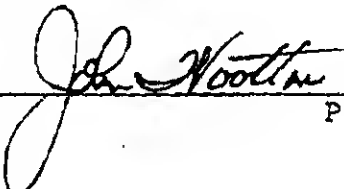
ARTICLE XIV

DURATION OF AGREEMENT

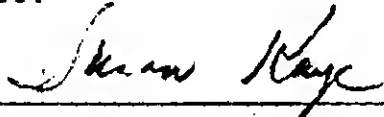
A. It is agreed that this Agreement shall be in effect from July 1, 1989 through June 30, 1992. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.


FLORHAM PARK ADMINISTRATORS'
ASSOCIATION

by 
President

ATTEST:



BOARD OF EDUCATION OF THE
BOROUGH OF FLORHAM PARK

by 
President

